RECEIVED FEDERAL ELECTION COMMISSION

2016 JUN 30 AM 9: 14



OFFICE OF GENERAL

Jonathan S Miller Member 859.244.3218 (t) 859.231.0011 (f) imiller@fbtlaw.com

June 29, 2015

Federal Election Commission
Office of Complaints Examination & Legal Administration
Attn: Mary Beth deBeau, Paralegal
999 E Street, NW
Washington, DC 20436

RE: MUR 7084

Dear Ms. deBeau:

As counsel for Kimble Companies/Penn-Ohio Coal Company ("Kimble Company") and Mr. Eric Kimble in the above referenced matter, we write in response to your office's June 15, 2016 Notice of Complaint (the "Complaint"). As outlined below, and evidenced in the paperwork attached, no action should be taken against our clients in this matter, as they have clearly not violated the Federal Election Campaign Act of 1971 (the "Act"). Indeed, as discussed herein, the political contribution to the Scott Taylor for Congress campaign which is at issue in the Complaint was made not by Kimble Company, but instead was a personal contribution made by Eric Kimble, an officer of the company, from his personal bank account. Even if Kimble Company were a federal contractor — and it is not apparent that it is — Mr. Kimble's personal contribution is manifestly exempted from prohibition by the Act under 11 CFR Part 115.6.

Kimble Company is a privately held for-profit corporation based in Dover, Ohio. The company was previously named Penn Ohio-Coal Company but changed its name to Kimble Company in 2012. Kimble Company operates a landfill, recycling center, several transfer stations, mines coal, and aggregates and provides management services for an affiliate oil and gas and real estate holding company. Kimble Company is the sole owner of Kimble Recycling & Disposal, Inc. which is a waste hauling company covering Eastern Ohio. It only deals in non-hazardous waste. It has a total of seven hundred (700) employees.

Kimble Company is owned entirely by Doris J. Kimble, Keith Kimble, Eric Kimble, and Greg Kimble, each of whom owns 14.16 shares of the company's stock. In addition to being a shareholder, Eric Kimble is also a director, officer (Secretary), and employee of the Kimble

¹ See Amendment, Exhibit 1.

Re: MUR 7084 June 29, 2016 Page 2

Company. He is not the sole owner or proprietor of the company.²

On or about January 23, 2016, Mr. Kimble made a five hundred dollar (\$500) personal contribution to the Scott Taylor for Congress campaign on his private credit card. This donation was clearly under the limit for personal contributions as outlined by federal law. The contribution was also made from Mr. Kimble personally, and was not a donation on behalf of the Kimble Company. Mr. Kimble pays his credit card statements with personal funds and was not reimbursed by the company for his campaign contribution. Such an individual contribution is consistent with Mr. Kimble's constitutional right to political expression, as outlined in *Buckley v. Valeo*. This donation

The Complaint alleges that this contribution represents a violation of 52 U.S.C. § 30119, 11 C.F.R. §115.1(a) and 115.2, as part of a scheme engaged in by congressional candidate Scott Taylor to improperly solicit and accepting contributions from federal contractors. However, we do not believe that Kimble Company can be classified under the Act as a "federal contractor." We are unaware of the company engaging in, or negotiating or bidding for, any contracts with federal agencies at the time of the contribution.

Even if our understanding is incorrect, and Kimble Company was indeed a federal contractor at the time of the contribution -- and thereby prohibited by the Act from making political contributions to federal campaigns -- Eric Kimble's personal contribution was entirely proper. Under the clear exception outlined in 11 C.F.R. § 115.6, Eric Kimble's status within the Kimble Company specifically allows the contribution in question. The section reads in full: "Nothing in this part shall prohibit the stockholders, officers, or employees of a corporation, the employees, officers, or members of an unincorporated association, cooperative, membership organization, labor organization, or other group or organization which is a Federal contractor from making contributions or expenditures from their personal assets."

As discussed above, Eric Kimble is a stockholder, officer, and employee of the Kimble Company, who made his contribution from his personal assets. So even if Kimble Company were determined to be a federal contractor, Eric Kimble's contribution is not prohibited by the Act, and was made fully consistent with federal election law.

In summary, Mr. Kimble's contribution of \$500 to the Scott Taylor for Congress campaign from his personal funds was entirely proper and legal under the Act. His contribution was not made on behalf of the Kimble Company. Mr. Kimble's status as an officer, stockholder, and employee of the Kimble Company would not preclude him from exercising his right to political expression in the manner in which it was exercised. Accordingly, no action should be taken against Mr. Kimble or the Kimble Company for this contribution in this matter.

² See N. Vaughan Affidavit, Exhibit 2.

³ See Credit Card Statement, attached as Exhibit 3.

⁴ 52 U.S.C. § 30116(a)(1) (West, 1976).

⁵ See Affidavit of Eric Kimble, attached as Exhibit 4.

^{6 424} U.S. 1, 143 (1976).

Re: MUR 7084 June 29, 2016 Page 3

Should you have any questions regarding this matter, please do not hesitate to contact either of us.

Sincerely,

Jonathan S. Miller Kevin Havelda

FROST BROWN TODD, LLC



DESCRIPTION DOMESTIC/AMENDMENT TO ARTICLES

Receipt

This is not a bill. Please do not remit payment,

CT CORPORATION SYSTEM 4400 EASTON COMMONS WAY, SUITE 125 **TIMOTHY ROBERSON** COLUMBUS, OH 43219

STATE OF OHIO

CERTIFICATE

Ohio Secretary of State, Jon Husted

234229

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

KIMBLE COMPANY

. and, that said business records show the filing and recording of:

Document(s)

DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):

201205200289



United States of America State of Ohio Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 15th day of February, A.D. 2012.

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

e-mail: busserv@sos.state.oh.us

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OYes	PO Box 1390
	Columbus, OH 43216
*** Re	quires an additional fee of \$150 em
ONo	PO Box 1329 Columbus, OH 43218

Certificate of Amendment by Shareholders or Members (Domestic) Filing Fee \$50.00

Complete the general information Name of Corporation Charter Number	nation in this section for the box checi PENN-OHIO COAL CO.	ked abovo.	
Name of Corporation			
			<u>c.</u> 2
	234229		912
Name of Officer	KEITH B, KIMBLE		₂₀ 23
Tillei	PRESIDENT		75 P
Please check if additional	provisions attached.		PH 3:
The above named Ohio co	rporation, does hereby certify that:		* 39
A meeting of the	Shareholders ·	directors (non-pu	~ rofit emanded erticles only)
members was duly cell			
	(D	ado)	
at which meeting a quorum vote was cast which entitie	was present in person or by proxy, to them to exercise9	eased upon the quorum pre- 6 as the voting power of the	
In a writing signed by a members who would be articles of regulations of	il of the	ctors (non-profit emended entic r such other proportion not	les enty) less than a majority as the
Clouse applies if amended t	ox is checked.		
Resolved, that the following and take the place of the ex	armended articles of incorporations a disting articles of incorporation and al	be and the same are harab; il amendments thereto.	, adopted to supercade
541	Page 16	-	

IRST:	The name of the	corporation is:	KIMBLE COMPANY		
ECONE): The piece in the	State of Ohio whe	ere its principal office is loc	cated is in the (City of:
	(city, village or towns	hlp)		(county)	
HIRD:	The purposes of	ihe corporation a	re as follows:		
	THE CORPOR	ATION IS FORM ERMITTED UND	IED FOR PURPOSES OF ER OHIO REVISED COD	CONDUCTING E SECTION 17	G ANY LAWFUL ACTS OR 101.03 ET SEQ., AS AMENDE
OURTH	: The number of si		orporation is authorized to not apply to box (2))	have outstand	ling is:
lust be a ligned) present	REQUIRED authenticated by an authorized autve a Instructions)	Authorized Re KEITH B. KIM (Print Name)	presentative BLE, PRESIDENT		2-/3-/2 Date

641

Page 2 of 2

Last Rayland: May 200

AFFIDAVIT OF NATHAN D. VAUGHAN

- I, Nathan D. Vaughan, state as follows:
 - 1. All statements contained in this affidavit are based on my personal knowledge.
 - 2. I am the General Counsel of Kimble Company formerly known as Penn Ohio Coal Co.
 - 3. As part of my duties, I manage and control the corporate records.
 - 4. The current Shareholders of Kimble Company are Doris Kimble, Keith Kimble, Eric Kimble and Greg Kimble. Each Shareholder owns 14.16 shares.
 - 5. The current Officers of Kimble Company are:
 - President Keith Kimble
 - Vice-President Greg Kimble
 - Secretary Eric Kimble
 - Treasurer Doris Kimble

I	AFFIRM,	UNDER	PENALTIES	FOR	PERJURY,	THAT	THE	FOREGOING
RE	PRESENTA	ATIONS A	RE TRUE.					

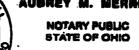
Nathan D. Vaughan

Date

6/79/16

Sworn and subscribed in my presence on this 29 day of _______

(Seal)



My Commission Expires June 2, 2020

AFFIDAVIT OF ERIC KIMBLE

I, Eric Kimble, state as follows:

- 1. All statements contained in this affidavit are based on my personal knowledge.
- 2. I am the Secretary, a director, and an employee of the Kimble Company, and I am not its sole proprietor.
- On January 21, 2016 I made an electronic \$500 personal contribution to the Scott Taylor for Congress campaign which cleared on my credit card statement on January 23, 2016.
 This donation is evidenced in my personal credit card as "E Donation 1 703-6843435
 VA, Reference #4190." I had been solicited by email for this personal contribution.
- 4. I made this contribution using my personal credit card, for which I pay from my personal funds from a personal checking account with Huntington National Bank, NA.
- 5. This contribution was made from me personally, and was not a donation on behalf of the Kimble Company. I was not reimbursed by the company for this campaign contribution, nor have I ever been reimbursed for campaign contributions.
- 6. The attached records are true and correct statements that confirm this transaction.

I AFFIRM, UNDER PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Eric Kimble

6-28-2016 Date

Sworn and subscribed in my presence on this 29 day of 5000, 2016

(Seal)

Nathan O. Vaughan, Attorney At Law NOTARY PUBLIC: STATE OF CHID My commission has no simplifyllon date Sec. 19700 R.C. Notary Public



Visa Signature®

ERIC S KIMBLE

January 16 - February 15, 2016

Account Information:
พพพ.โยเเหมใหม่เหมาร์เพลอมม
Mail billing inquirtes to:
Beank of America
P.O. Box 982235
EL Paso IX TUDS CAS
Mail payments to:
Marita all American

Bank of America P.O. Box 15010 Wilmington OE 19886-5019

Customer Service: L800/421,2110

(L9003463178 TTY)

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=		3/12/16
the date listed above, your APRs may be increase Total Minimum Payment	u nay have to pay a latu sed up to the Penalty AP Warning: If you make on a will pay more in interes	R of 29.99% .
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Only the Total Minimum Payment		
If you would like informat	cion about credit counsel	ing services, call

Ļ	Account Summary
	Previous Balance
l	Interest Charged
	New Balance Total
	Total Credit Line
	Cash Credit Line
	Statement Closing Date
	Days in Billing Cycle31

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01/17	01/18					
01/1/	01/18					
01/17	01/19					
01/18	01/20					

BÄNK OF AMERICA P.O. BOX 15019 WILMINGTON DE 19886-5019

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New Ba	lance fo	(al	•••••	•.,,	 	•	
							16

ERIC S KIMBLE

DOVER OH

Enter payment amount 5

Check have for a charge of mailing address or phone numbers.
Fleese provide all confectors on the leverse side.
Mail this coupon along with your check payable to: Bank of America

CUSTOMER TIPS FOR DISPUTED ITEMS

Many times disputed charges are legitimate charges that castomers may not recognize or remember. Before disputing a charge, we recommend that you verify a few things and make every effort to resolve the dispute with the merchant. Often the merchant can answer your questions and easily resolve your dispute. The merchant's phone number may be located on your receipt or billing statement.

· Has a credit posted to your account?

Please allow up to 40 days from the date on your credit vanction in arkiniviledgement letter for the merchani credit to posi

· is the charge or amount unfamiliar?

Check with other persons authorized to use the account to make sure they did not make the charge, it is possible that the merchants' billing names and store rames are different or amounts can easily be confused with similar charges or include tips.

One way to check for the credits or to view transaction details is to book at your ancestor statements criting. If you are not excelled in **Online Banking**, it is easy to enroll using the web address on the fruit of your statement or give us a call.

Please remember: If you find an error on your bill, you must notify us no later than 60 days after we sent your first statement on which the error or problem appeared to preserve your billing rights.

1/2

ONLINE

Union: Banking is available 24 hours a day, 7 days a week and allows you to view the most recent activity on your account



PHONE 1.866.266.0212

For prompt service, plicase have the merchant reference number(s) available for the charge(s) in question,

MAIL



Attn: Billing Inquiries, PO Box 982235, El Paso TX 79998
When writing, please include Your Name, Account Number, the Disputed
Amount, Merchant Name, Transaction Date, and reference number of
the disputed item and specific details regarding your dispute, including dates
of contact with the merchant and the exerchant's response in each aistance.
Pisase include all supporting documentation, including sales and credit
vouchers, contact and postage return receipts as proof of any returns.

PAYING INTEREST

We will not charge interest on Purchases on the next statement if you pay the New Balance fotal in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Fransiers and Cash Advances on the transaction date.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (orcheding cosy Purchases):

We calcurate separate Balances Subject to an interest Rate for Parchases and for each introductory of Promotional Offer balance consisting of Parchases. We do this by (1) i alcoholing a doily balance for each day in the billing cycle. (2) adding all the daily balances cogether; and (3) disaling the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in the statement's billing cycle, we. (1) take the beginning balance; (2) aid an amount equal in the applicable Cally Periodic Rate multiplied by the previous day's daily balance; (3) aid new Perchases, new Account Fees, and new Transaction Frees and (4) subtract applicable payments and emilits if any daily balance is less than zero we may it as zero.

Average Balance Method Linduding new Balance Transfers and new Cash Advances):

We calculate separate (salances Subject to an Interest Rate for Belance Transfers, Cash Advances, and for each Introductory or Promotional Offer belance consisting of Balance Transfers or Cash Advances. We do wis tay: (1) calculating a dealy hidrace for each day in this statement's billing cycle; (2) calculating a dealy belance for each day paidr to this statement's billing cycle that read a "Pre-Cycle balance" - - a Pre-Cycle balance is a follower Fransfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together, and (4) develop the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we. (1) take the beginning balance; (2) add an amount equal in the applicable Daily Periodic Rate multiplied by the previous thy's daily behinde; (3) add new Ratance Transfers, new Cash Advances and Transaction Tees; and (4) subtract applicable payments and Credits. If any daily balance is less than zero we treat it as zero.

for adculate a study balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, (1) we take the beginning balance attributable solely to Pre-Cycle balance kwhich will be zero on the transaction date of the first Pre-Cycle balance). (2) add an amount equal to the applicable Pailly Periodic Rate multiplied by the previous day's daily balance. (3) and add only the applicable Pre-Cycle balances and their related Transaction Pres. We exclude from this calculation all cansactions posted in previous billing cycles.

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement. (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after that etherwise more time above regularments on any day including the Payment Dure Date, but that etherwise more time above regularments, will be credited as of the rest day, Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days.

No payment shall operate us an accord and satisfaction without the proximitten approval of one of our Senior Officers

We process most payment checks electronscale by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper that). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not setumed to you, For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit and bill automatically from your savings or checking account withink is wrong. To stop the payment, you fegur must reach us at least three business days before the automatic payment is scheduled to or time.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis, fo determine the Interest Charges we multiply each thatake Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by Challing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

Payments are allocated in posited balances. If your account has habitors with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the Inwest APR balances first uncluding transactions made after this statement), Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs bulling balances with higher APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the opportal Psychy Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and chung of early payment, For your protection, we will ask for seconly information. A fee may apply for expedited service. To careet call us before the scheduled payment date. Same-day payments causot be edited or canceled.

YOUR CREDIT LINES

The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cosh Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances. Over the Counter (OTC) Cash Advances. Some Day Chiline Cash Advances, Overthalt Protection Cash Advances, Cash Equivalents, and applicable transaction fees.

MISCELLANEOUS

Virtual cards are the digital form of your eligible physical credit cards stored within a digital wallet

For the complete terms and conditions of your account, consult your Credit Card Agreement. This account is issued and administrated by FTA Card Services. FTA Card Services is a negligered trademark of FTA Card Services and/or its afficiates.

if your billing address or contact inf	ormation	has change	d, or it	your address is
incorrect as it appears on this bill, p	lease prov	ide all com	etions	s here.

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Area Code & Work Phone	

Bank of America

Visa Signature®

January 16 - February 15, 2016 Page 3 of 4

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			2016 Totals Year-to-Date				
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		Total interest o	harged in 2016				

Important Messages

You're a valued customer and we want you to know that we haven't received your current payment due. I'lease send your payment due today. If you've already mailed it, thank you.

Your statement balance executs the Total Credit Line. To ensure uninterrupted use of your account, please under a payment to bring your balance under the Total Credit Line. There is no fee for being over your Total Credit Line.

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transuetton Type
Purchases				· · · · · · · · · · · · · · · · · · ·		
Balance Transfers						
Direct Deposit and Check Cash						
Advances						
Bank Cash Advances						
Digital defit: 1804(1114co						

AVR Type: V= Variable Rate (rate may vary)

Rewards

Of Special Interest

Does anyone actually like to budge? Probably not. But we can make it easier and get you on track to reach your goals in the new year. Learn more at bettermoney habits from